

Richard M. Heimann (State Bar No. 63607)
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

Bruce L. Simon (State Bar No. 96241)
PEARSON, SIMON, WARSHAW & PENNY, LLP
44 Montgomery Street, Suite 2450
San Francisco, CA 94104
Telephone: (415) 433-9000
Facsimile: (415) 433-9008

Co-Lead Counsel for the Direct Purchaser Class Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

Case No. M07-1827 SI

MDL No. 1827

This Document Relates To:

ALL DIRECT PURCHASER CLASS
ACTIONS

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
ENTERING FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS CHI MEI INNOLUX
CORPORATION; CHI MEI
CORPORATION; CHI MEI
OPTOELECTRONICS CORPORATION;
CMO JAPAN CO., LTD.; CHI MEI
OPTOELECTRONICS USA, INC.;
NEXGEN MEDIATECH, INC.; AND
NEXGEN MEDIATECH USA, INC.**

Date: December 19, 2011

Time: 4:00 p.m.

Courtroom: 10, 19th Floor

The Honorable Susan Illston

1 This matter has come before the Court to determine whether there is any cause why this
 2 Court should not approve the settlement with defendants Chimei Innolux Corporation, Chi Mei
 3 Corporation, Chi Mei Optoelectronics Corporation, CMO Japan Co., Ltd., Chi Mei
 4 Optoelectronics USA, Inc., Nexgen Mediatech, Inc., and Nexgen Mediatech USA, Inc.
 5 (collectively, “Chi Mei”) set forth in the Settlement Agreement (“Agreement”), dated July 15,
 6 2011, relating to the above-captioned litigation. The Court, after carefully considering all papers
 7 filed and proceedings held herein and otherwise being fully informed in the premises, has
 8 determined (1) that the settlement should be approved, and (2) that there is no just reason for
 9 delay of the entry of this final judgment approving the Agreement. Accordingly, the Court directs
 10 entry of Judgment which shall constitute a final adjudication of this case on the merits as to the
 11 parties to the Agreement. Good cause appearing therefore, it is:

12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
 14 within this litigation and over the parties to the Agreement, including all members of the Class
 15 and Chi Mei.

16 2. The definitions of terms set forth in the Agreement are incorporated hereby as
 17 though fully set forth in this Judgment.

18 3. The Court hereby finally approves and confirms the settlement set forth in the
 19 Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the
 20 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

21 4. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously
 22 appointed by the Court (Lieff, Cabraser, Heimann & Bernstein, LLP and Pearson, Simon,
 23 Warshaw & Penny, LLP), are appointed as Counsel for the Class. These firms have, and will,
 24 fairly and competently represent the interests of the Class.

25 5. The persons/entities identified in [Amended] Direct Purchaser Class Plaintiffs’
 26 Notice of Class Member Exclusions [Dkt. No. 2384] have timely and validly requested exclusion
 27 from the Class and, therefore, are excluded. Such persons/entities are not included in or bound by
 28

1 this Final Judgment. Such persons/entities are not entitled to any recovery from the settlement
2 proceeds obtained through this settlement.

3 6. The Court hereby dismisses on the merits and with prejudice the individual and
4 class claims asserted against Chi Mei, with Plaintiffs and Chi Mei to bear their own costs and
5 attorneys' fees except as provided herein.

6 7. All persons and entities who are Releasors are hereby barred and enjoined from
7 commencing, prosecuting, or continuing, either directly or indirectly, against the Chi Mei
8 Releasees, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which
9 they had, have, or in the future may have, arising out of or related to any of the Released Claims
10 as defined in the Agreement.

11 8. The Chi Mei Releasees are hereby and forever released and discharged with
12 respect to any and all claims or causes of action which the Releasors had or have arising out of or
13 related to any of the Released Claims as defined in the Agreement.

14 9. The notice given to the Class of the settlement set forth in the Agreement and the
15 other matters set forth herein was the best notice practicable under the circumstances, including
16 individual notice to all members of the Class who could be identified through reasonable efforts.
17 Said notice provided due and adequate notice of those proceedings and of the matters set forth
18 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to
19 such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the
20 Federal Rules of Civil Procedure and the requirements of due process.

21 10. Only two class members have objected to the settlement. Those objections have
22 been overruled in a separate order.

23 11. Without affecting the finality of this Judgment in any way, this Court hereby
24 retains continuing and exclusive jurisdiction over: (a) implementation of this settlement and any
25 distribution to class members pursuant to further orders of this Court; (b) disposition of the
26 Settlement Fund (c) hearing and determining applications by the Class Representatives for
27 representative plaintiff incentive awards, attorneys' fees, costs, expenses, including expert fees
28 and costs, and interest; (d) Chi Mei until the final judgment contemplated hereby has become

1 effective and each and every act agreed to be performed by the parties all have been performed
2 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation
3 of settlement proceeds; and (f) all parties and Releasors for the purpose of enforcing and
4 administering the Agreement and Exhibits thereto and the mutual releases and other documents
5 contemplated by, or executed in connection with, the Agreement.

6 12. In the event that the settlement does not become effective in accordance with the
7 terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated,
8 and in such event, all orders entered and releases delivered in connection herewith shall be null
9 and void and the parties shall be returned to their respective positions *ex ante*.

10 13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
11 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
12 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
13 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

14
15 Dated: 12/27/11



The Honorable Susan Illston
United States District Judge